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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

WILLIAM JONES,	)	No. C-03-4618 MEJ (JL)
	)	
Plaintiff,	)	
	)	STIPULATION AND ORDER
v.	)	APPROVING COMPROMISE
	)	<u>SETTLEMENT</u>
	)	
JOHN E. POTTER	)	
	)	
Defendant.	)	

IT IS HEREBY STIPULATED by and between William Jones plaintiff, and John E. Potter, defendant, as follows:

1. The parties do hereby agree to settle and compromise the above-entitled action under the terms and conditions set forth in this settlement agreement ("Agreement"):

2. Defendant will pay to the plaintiff the sum of Four Thousand Dollars and no cents (\$4,000.00) within six weeks from the date of this agreement, which sum shall be in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatever kind and nature, arising from the same subject matter that gave rise to the above-captioned lawsuit, for which plaintiff or his heirs, executors, administrators, or assigns, and each of them, now have or may hereafter acquire against defendant, its agents, servants, and employees.

3. Plaintiff and his heirs, executors, administrators or assigns hereby agree (1) to accept the

1 sum of Four Thousand Dollars and no cents (\$4,000.00), in full settlement and satisfaction of any and  
2 all claims, demands, rights, and causes of action of whatever kind and nature, arising from the same  
3 subject matter that gave rise to the above-captioned lawsuit.

4 4. This stipulation for compromise settlement shall not constitute an admission of liability or  
5 fault on the part of defendant, its agents, servants, or employees, and is entered into by both parties  
6 for the purpose of compromising disputed claims and avoiding the expenses and risks of litigation.

7 5. This agreement may be pled as a full and complete defense to any subsequent action or  
8 other proceeding involving any person or party which arises out of the claims released and discharged  
9 by the agreement.

10 6. It is also agreed, by and among the parties, that the settlement amount of Four Thousand  
11 Dollars and no cents (\$4,000.00) represents the entire amount of the compromise settlement and that  
12 the respective parties will each bear their own costs, attorney fees, and expenses.

13 7. Payment of the settlement amount will be made by a check from the United States Postal  
14 Service for Four Thousand Dollars and no cents (\$4,000.00) and made payable to William Jones,  
15 plaintiff and Dorothy Guillory, attorney.

16 8. In consideration of this Agreement, plaintiff William Jones agrees he will stipulate to  
17 dismissal with prejudice of No. C-03-4618 MEJ (JL), William Jones v. John E. Potter.

18 9. Plaintiff hereby releases and forever discharges defendant and any and all of its past and  
19 present officials, employees, agents, attorneys, their successors and assigns, from any and all  
20 obligations, damages, liabilities, actions, causes of actions, claims and demands of any kind and  
21 nature whatsoever, whether suspected or unsuspected, at law or in equity, known or unknown, arising  
22 out of the allegations set forth in plaintiff's pleadings in this action.

23 10. The provisions of California Civil Code Section 1542 are set forth below:

24 "A general release does not extend to claims which the creditor does  
25 not know or suspect to exist in his favor at the time of executing the  
26 release, which if known by him must have materially affected his  
settlement with the debtor."

27 Plaintiff having been apprised of the statutory language of Civil Code Section 1542, and fully  
28 understanding the same, nevertheless elects to waive the benefits of any and all rights he may have

1 pursuant to the provision of that statute and any similar provision of federal law. Plaintiff  
2 understands that, if the facts concerning plaintiff's claims and the liability of the government for  
3 damages pertaining thereto are found hereinafter to be other than or different from the facts now  
4 believed by them to be true, the Agreement shall be and remain effective notwithstanding such  
5 material difference.

6 11. For and in consideration of the Agreement of plaintiff William Jones to accept from  
7 defendant Four Thousand Dollars and no cents (\$4,000.00) in full settlement of all of his claims  
8 against defendant relating to the complaint filed by plaintiff and any other complaints filed as of this  
9 date arising from the same subject matter that gave rise to the above-captioned lawsuit including any  
10 and all active and/or pending grievances arising from same circumstances, and further, for and in  
11 consideration of William Jones' agreement to execute a dismissal with prejudice of his claims in the  
12 above-entitled action, defendant hereby releases and discharges William Jones, from any and all  
13 current or future claims for contribution or indemnity arising out of the above-described settlement  
14 paid by defendant to plaintiff William Jones.

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12. This instrument shall constitute the entire agreement between the parties, and it is expressly understood and agreed that the agreement has been freely and voluntarily entered into by the parties hereto. The parties further acknowledge that no warranties or representations have been made on any subject other than as set forth in this Agreement. This Agreement may not be altered, modified or otherwise changed in any respect except by writing, duly executed by all of the parties or their authorized representatives.

Dated: 3-15-07

*William Jones*  
WILLIAM JONES  
Plaintiff

Dated: 3/23/07

*Dorothy Guillory*  
DOROTHY GUILLORY  
Attorney for Plaintiff

SCOTT N. SCHOOLS  
United States Attorney

Dated: 2-21-07

*[Signature]*  
KATHERINE B. DOWLING  
Assistant United States Attorney  
Attorneys for Defendant

APPROVED AND SO ORDERED:

Dated: April 2, 2007

